

**AGREEMENT BETWEEN  
LAKE COUNTY, FLORIDA  
AND  
THE JTS ASSOCIATION, INC.  
FOR  
LIEUTENANT PROMOTION PROGRAM**

**RFP # 14-0016**

This is an Agreement between Lake County, Florida, a political subdivision of the State of Florida, hereinafter referred to as COUNTY, by and through its Board of County Commissioners, and The JTS Association, Inc., a Florida Corporation, hereinafter referred to as CONTRACTOR.

**WITNESSETH:**

**WHEREAS**, the COUNTY has publicly submitted Request for Proposal (RFP) #14-0016 to retain a contractor to provide a promotion testing program for candidates interested in being promoted to the rank of Lieutenant for the Department of Public Safety; and

**WHEREAS**, the CONSULTANT desires to perform such services subject to the terms of this Agreement; and

**NOW, THEREFORE, IN CONSIDERATION** of the mutual terms, understandings, conditions, promises, covenants and payment hereinafter set forth, and intending to be legally bound, the parties hereby agree as follows:

**Article 1. Recitals**

**1.1** The foregoing recitals are true and correct and incorporated herein.

**Article 2. Scope of Professional Services**

**2.1** On the terms and conditions set forth in this Agreement, COUNTY hereby engages CONSULTANT to provide a promotion testing program in accordance with the Scope of Services attached hereto and incorporated herein by reference as **Exhibit A**, for candidates interested in being promoted to the rank of Lieutenant for the Department of Public Safety.

**2.3** The Scope of Services required herein shall be completed no later than **May 8, 2014**. The schedule is as follows:

- |                                 |                           |
|---------------------------------|---------------------------|
| • Candidate Orientation Seminar | March 18, 2014            |
| • Written Examination           | April 16, 2014            |
| • Examination Review            | April 25, 2014            |
| • Promotional Assistant         | May 1-2, 2014             |
| • Results to the County         | No later than May 8, 2014 |

Changes to this schedule must be approved by both parties in writing. The Director of the Public Safety Department shall have the authority to approve scheduling changes.

**2.4** The CONSULTANT shall coordinate, cooperate, and work with any other consultants retained by the COUNTY. CONSULTANT acknowledges that nothing herein shall be deemed to preclude the

COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**2.5** Any work that commences prior to and will extend beyond the expiration date of the current Agreement period shall, unless terminated by mutual written agreement between COUNTY and CONSULTANT, continue until completion at the same prices, terms and conditions.

### **Article 3. Payment**

**3.1** The COUNTY shall pay CONSULTANT a sum not to exceed **\$13,250.00** to complete the Scope of Services in accordance with the following:

- |  |                      |
|--|----------------------|
| • Tier 1 (includes up to twelve (12) candidates)         | \$10,150.00 lump sum |
| • Tier 2 (includes an additional twelve (12) candidates) | \$3,100.00 lump sum  |

The parties agree that the fees outlined above are:

- Lump sum, not per candidate.
- Exclusive of lunch, snacks and beverages which shall be supplied by the COUNTY for up to fifteen (15) of CONSULTANT'S personnel, including assessors (solicited by COUNTY) and staff.
- Exclusive of the testing facility which shall be provided by the COUNTY at the COUNTY'S expense.

**3.2** CONSULTANT shall assist COUNTY with identifying and recruiting trained and certified assessors. COUNTY shall be responsible for extending the invitation to the assessors to assist with the Lieutenant Promotion Program. CONSULTANT shall not charge for this service, nor shall COUNTY pay any fee to CONSULTANT for use of such assessors. Assessors shall not be entitled to mileage reimbursement.

**3.3** Invoices shall be submitted in duplicate to the Department of Public Safety at P.O. Box 7800, Tavares, Florida 32778, at the successful completion of the Scope of Services. Each invoice shall contain the RFP number, a detailed description of services and fees, dates and locations of services, and confirmation of acceptance of the goods or services by the appropriate COUNTY representative.

**3.4** The COUNTY shall make payment on all invoices in accordance with the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes. Failure to submit invoices in the prescribed manner will delay payment, and CONSULTANT may be considered in default of contract and the contract may be terminated.

**3.5** Other than the approved total hours and related direct expenses composing the negotiated lump sum fee, the CONSULTANT shall not be entitled to payment for any expenses, fees, or other costs it may incur at any time and in any connection with its performance hereunder. The CONSULTANT hereby agrees that its rates are fully loaded and includes all overhead and administrative expenses.

**3.6** In the event any part of this Agreement is to be funded by federal, state, or other local agency monies, the CONSULTANT hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of

minority firms, women's business enterprises, and labor surplus area firms. The CONSULTANT is advised that payments under this Agreement may be withheld pending completion and submission of all required forms and documents required of the CONSULTANT pursuant to the grant funding requirements. A copy of the requirements shall be supplied to the CONSULTANT by the COUNTY upon request.

**3.7** CONSULTANT shall utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing use of the system to confirm the employment eligibility of:

- A. All persons employed by the CONSULTANT during the term of this Agreement to perform employment duties within Lake County; and
- B. All persons, including subcontractors, assigned by the CONSULTANT to perform work pursuant to the contract.

#### **Article 4. County Responsibilities**

**4.1** COUNTY shall promptly review the deliverables and other materials submitted by CONSULTANT and provide direction to CONSULTANT as needed. COUNTY shall designate one County staff member to act as COUNTY'S Project Administrator and/or Spokesperson.

**4.2** COUNTY shall reimburse CONSULTANT, in accordance with the provisions of Article 3 above for required services timely submitted and approved and accepted by COUNTY in accordance with the terms of this Agreement.

**4.3** COUNTY will provide to the CONSULTANT all necessary and available data, photos, and documents the COUNTY possesses that would be useful to the CONSULTANT in the completion of the required services.

#### **Article 5. Special Terms and Conditions**

**5.1** Qualifications. Firms or individuals will have obtained at least the minimum thresholds of education and professional experience required by Florida law to perform the services contained herein.

**5.2** Termination. This Agreement may be terminated by the COUNTY upon thirty (30) days advance written notice to the other party; but if any work or service/Task hereunder is in progress but not completed as of the date of termination, then this Agreement may be extended upon written approval of the COUNTY until said work or service(s)/Task(s) is completed and accepted.

A. Termination for Convenience. In the event this Agreement is terminated or cancelled upon the request and for the convenience of COUNTY with the required 30 day advance written notice, COUNTY shall reimburse CONSULTANT for actual work satisfactorily completed and reasonable expenses incurred.

B. Termination for Cause. Termination by County for cause, default, or negligence on the part of CONSULTANT shall be excluded from the foregoing provision. Termination costs, if any, shall not apply. The 30-day advance notice requirement is waived in the event of termination for cause.

C. Termination Due to Unavailability of Funds in Succeeding Fiscal Years. When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent

fiscal year, this Agreement shall be canceled and the CONSULTANT shall be reimbursed for services satisfactorily performed and the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services/Tasks delivered under this Agreement.

**5.3 Assignment of Agreement** This Agreement shall not be assigned except with the written consent of the COUNTY'S Procurement Services Manager. No such consent shall be construed as making the COUNTY a party to the assignment or subjecting the COUNTY to liability of any kind to any assignee. No assignment shall under any circumstances relieve the CONSULTANT of liability and obligations under this Agreement and all transactions with the COUNTY must be through the CONSULTANT. Additionally, unless otherwise stipulated herein, the CONSULTANT shall notify and obtain prior written consent from the COUNTY prior to being acquired or subject to a hostile takeover. Any acquisition or hostile takeover without the prior consent of the COUNTY may result in termination of this Agreement for default.

**5.4 Insurance.** CONSULTANT shall purchase and maintain, at its expense, from a company or companies authorized to do business in the State of Florida and which are acceptable to COUNTY, policies of insurance containing the following types of coverage and minimum limits of liability protecting from claims which may arise out of or result from the performance or nonperformance of services under this Agreement by the CONSULTANT or by anyone directly or indirectly employed by CONSULTANT, or by anyone for whose acts CONSULTANT may be liable. Failure to obtain and maintain such insurance as set out below will be considered a breach of contract and may result in termination of the contract for default. CONSULTANT shall not commence work under the Agreement until COUNTY has received an acceptable certificate or certificates of insurance evidencing the required insurance, which is as follows:

- (i) General Liability insurance on forms no more restrictive than the latest edition of the Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$500,000
Products-Completed Operations	\$500,000
Personal & Adv. Injury	\$500,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

- (ii) Automobile liability insurance, including owned, non-owned and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$300,000
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Or

Bodily Injury (per person)	\$100,000
Bodily Injury (per accident)	\$300,000
Property Damage	\$100,000

- (iii) Workers' compensation insurance in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers' compensation insurance, the CONSULTANT must provide

a notarized statement that if he or she is injured, he or she will not hold the COUNTY responsible for any payment or compensation for that injury.

(iv) Employer's liability insurance with the following minimum limits and coverage:

Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

(v) Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

(vi) **Lake County, A Political Subdivision Of The State Of Florida, And The Board Of County Commissioners**, shall be named as additional insured as their interest may appear on general liability insurance policies.

(vii) Certificates of insurance shall provide for a minimum of thirty (30) days prior written notice to the COUNTY of any material change or cancellation of the required insurance. It is the CONSULTANT's specific responsibility to ensure that any such notice is provided within the stated timeframe.

(viii) Certificates of insurance shall identify the RSQ number, contract, project, etc., in the Description of Operations section of the Certificate.

(ix) The Certificate holder shall be: LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS, P.O. BOX 7800, TAVARES, FL 32778-7800

(x) Certificates of insurance shall evidence a waiver of subrogation in favor of the COUNTY, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the COUNTY.

(xi) CONSULTANT shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the CONSULTANT evidencing coverage and terms in accordance with the CONSULTANT's requirements.

(xii) All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the COUNTY. At the option of the COUNTY, the insurer shall reduce or eliminate such self-insured retentions, or the CONSULTANT or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

(xiii) The COUNTY shall be exempt from and in no way liable for any sums of money which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the CONSULTANT and/or subcontractor providing such insurance.

(xiv) Neither approval by the COUNTY of any insurance supplied by the CONSULTANT, nor a failure to disapprove that insurance, shall relieve the CONSULTANT of full responsibility of liability damages, and accidents as set forth herein.

(xv) If it is not possible for the CONSULTANT to certify compliance, on the certificate of insurance, with all of the above requirements, then the CONSULTANT is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

**5.5 Indemnity.** The CONSULTANT shall indemnify and hold the COUNTY and its agents, officers, commissioners or employees harmless for any damages resulting from failure of the CONSULTANT to take out and maintain the above insurance. In accordance with Section 725.08, Florida Statutes, the CONSULTANT agrees for good and valuable consideration in the amount of ten dollars (\$10.00) to indemnify, and hold the Board of County Commissioners, Lake County, Florida, and its officers, commissions, and employees free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities to the extent resulting from the negligent act, error or omission of the CONSULTANT, its agents, employees or representative, in the performance of CONSULTANT'S duties set forth in this Agreement.

**5.6 Independent Contractor.** CONSULTANT agrees that it shall be acting as an independent contractor and shall not be considered or deemed to be an agent, employee, joint venturer, or partner of COUNTY. CONSULTANT shall have no authority to contract for or bind COUNTY in any manner and shall not represent itself as an agent of COUNTY or as otherwise authorized to act for or on behalf of COUNTY.

**5.7 Ownership of Deliverables.** Upon completion of and payment for a task CONSULTANT agrees all Tasks and/or deliverables under this Agreement, and other data generated or developed by CONSULTANT under this Agreement or furnished by COUNTY to CONSULTANT shall be and/or remain the property of COUNTY; provided, however, that CONSULTANT shall retain ownership rights to all proprietary testing products. CONSULTANT shall perform any acts that may be deemed necessary or desirable by COUNTY to more fully transfer ownership, unless specifically excepted herein, of all Tasks and/or deliverables to COUNTY, at COUNTY's expense. Additionally, CONSULTANT hereby represents and warrants that it has full right and authority to perform its obligations specified in this Agreement. CONSULTANT and COUNTY recognize that CONSULTANT'S work product submitted in performance of this Agreement is intended only for the project described in this Agreement. COUNTY'S alteration of CONSULTANT'S work product or its use by COUNTY for any other purpose shall be at COUNTY'S sole risk.

**5.8 Return of Materials.** Upon the request of the COUNTY, but in any event upon termination of this Agreement, CONSULTANT shall surrender to the COUNTY all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials pertaining to the services hereunder, that were furnished to the CONSULTANT by the COUNTY pursuant to this Agreement. CONSULTANT may keep copies of all work product for its records.

**5.9 NO CLAIM FOR DAMAGES OR ANY CLAIM OTHER THAN FOR AN EXTENSION OF TIME SHALL BE MADE OR ASSERTED AGAINST THE COUNTY BY REASON OF ANY DELAYS.** No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the work from any cause whatsoever, shall relieve the CONSULTANT of his duty to perform or give rise to any right to damages or additional compensation from the COUNTY. The CONSULTANT

expressly acknowledges and agrees that the CONSULTANT shall receive no damages for delay. The CONSULTANT'S sole remedy, if any, against the COUNTY shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the CONSULTANT for hindrances or delays due solely to fraud, bad faith or active interference on the part of the COUNTY. Otherwise, CONSULTANT shall be entitled to extensions of the Contract Time as the sole and exclusive remedy for such resulting delay, in accordance with and to the extent specifically provided above.

The parties will exercise every reasonable effort to meet their respective obligations hereunder. Notwithstanding the above, the parties shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government law or regulation, acts of nature, acts or omissions of the other party, government acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems and/or any cause whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

**5.10 Retaining Other Consultants.** Nothing herein shall be deemed to preclude the COUNTY from retaining the services of other persons or entities undertaking the same or similar services as those undertaken by the CONSULTANT or from independently developing or acquiring materials or programs that are similar to, or competitive with, the services provided under this Agreement.

**5.11 Accuracy and Warranty.** The CONSULTANT is responsible for the professional quality, technical accuracy, timely completion and coordination of all the services furnished hereunder. The CONSULTANT shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in its designs, drawings, reports or other services. Any corrections shall be made within thirty (30) calendar days after such deficiencies or non-conformances are verbally reported by the COUNTY. CONSULTANT agrees that the products and services provided under this Agreement shall be covered by the most favorable commercial warranty that CONSULTANT gives to any customer for comparable products and services.

**5.12 Truth in Negotiation Certificate.** For all lump-sum or cost-plus fixed fee agreements exceeding \$150,000, the firm awarded the agreement must execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting. Any agreement requiring this certificate shall contain a provision that the original agreement price and any additions shall be adjusted to exclude any significant sums by which the COUNTY determines the agreement price was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such agreement adjustments shall be made within one (1) year following the end of the contract. Execution of this Agreement constitutes execution of the Truth in Negotiation Certificate.

**5.13 Codes and Regulations.** All work completed under this Agreement shall conform to all applicable federal, state and local statutes, codes, regulations and ordinances.

**5.14 Public Entity Crimes.** If applicable, a person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

**5.15 Prohibition Against Contingent Fees.** CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company,

corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement.

**5.16 Conflict of Interest.** CONSULTANT agrees that it will not engage in any action that would create a conflict of interest in the performance of its obligations pursuant to this Agreement, or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government. Further, CONSULTANT hereby certifies that no officer, agent, or employee of COUNTY has any material interest either directly or indirectly in the business of CONSULTANT conducted here and that no such person shall have any such interest at any time during the term of this Agreement unless approved by the COUNTY.

**5.17 Public Records.** If, when, and to the extent during its activities under this Agreement a court determines that CONSULTANT is a "contractor" for purposes of Section 119.0701, Florida Statutes, CONSULTANT shall comply with all of the Florida public records' laws.

**5.18 Right to Audit.** The COUNTY reserves the right to require CONSULTANT to submit to an audit by any auditor of the COUNTY'S choosing. CONSULTANT shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONSULTANT shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for five (5) years following expiration of the Agreement. CONSULTANT agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONSULTANT agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder.

If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONSULTANT to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY'S audit shall be reimbursed to the COUNTY by the CONSULTANT. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONSULTANT'S invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY'S audit findings to the CONSULTANT.

## **Article 6. General Conditions**

**6.1** This Agreement is made under, and in all respects shall be interpreted, construed, and governed by and in accordance with, the laws of the State of Florida. Venue for any legal action resulting from this Agreement shall lie in Lake County, Florida.

**6.2** Neither Party may assign any rights or obligations under this Agreement to any other party unless specific written permission from the other party is obtained.

**6.3** The captions utilized in this Agreement are for the purposes of identification only and do not control or affect the meaning or construction of any of the provisions hereof.

**6.4** This Agreement shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns.



**6.5** This Agreement may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto.

**6.6** The failure of any party hereto at any time to enforce any of the provisions of this Agreement will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of this Agreement.

**6.7** During the term of this Agreement CONSULTANT assures COUNTY that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that CONSULTANT does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against CONSULTANT employees or applicants for employment. CONSULTANT understands and agrees that this Agreement is conditioned upon the veracity of this statement of assurance.

**6.8** CONSULTANT shall at all times comply with all Federal, State and local laws, rules and regulations.

**6.9** The employee(s) of CONSULTANT shall be considered at all times its employee(s) and not an employee(s) or agent(s) of COUNTY. CONSULTANT shall provide employee(s) capable of performing the work as required. The COUNTY may require CONSULTANT to remove any employee it deems unacceptable. All employees of the CONSULTANT shall wear proper identification.

**6.10** Any individual, corporation, or other entity that attempts to meet its contractual obligations with the COUNTY through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The COUNTY as a further sanction may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**6.11** CONSULTANT shall act as the prime consultant for all required items and services and shall assume full responsibility for the procurement and maintenance of such items and services. CONSULTANT shall be considered the sole point of contact with regards to all stipulations, including payment of all charges and meeting all requirements of this Agreement. All subcontractors will be subject to advance review by the COUNTY in terms of competency and security concerns. No change in subcontractors shall be made without consent of the COUNTY. CONSULTANT shall be responsible for all insurance, permits, licenses and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the COUNTY may require the CONSULTANT to provide any insurance certificates required by the work to be performed.

**6.12** With the consent of CONSULTANT, other agencies may make purchases in accordance with the contract. Such purchases shall be governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**6.13** The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**6.14** Wherever provision is made in this Agreement for the giving, service or delivery of any notice, statement or other instrument, such notice shall be in writing and shall be deemed to have been duly

given, served and delivered, if delivered by hand or mailed by United States registered or certified mail or sent by facsimile, addressed as follows:

If to CONSULTANT:

James T. Steffens  
2515 55<sup>th</sup> Avenue E.  
Bradenton, Florida 34203

If to COUNTY:

County Manager  
Lake County Administration Building  
315 West Main Street, Suite 308  
Post Office Box 7800  
Tavares, Florida 32778-7800

Each party hereto may change its mailing address by giving to the other party hereto, by hand delivery, United States registered or certified mail notice of election to change such address.

#### **Article 7. Scope of Agreement**

7.1 This Agreement is intended by the parties hereto to be the final expression of their Agreement, and it constitutes the full and entire understanding between the parties with respect to the subject hereof, notwithstanding any representations, statements, or agreements to the contrary heretofore made.

7.2 This Agreement contains the following Exhibits:

Exhibit A                      Scope of Services

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement on the respective dates under each signature: COUNTY through its Board of County Commissioners, signing by and through its duly authorized Procurement Services Manager, and by CONSULTANT through its duly authorized representative.

#### **CONSULTANT**

The JTS Association, Inc.

  
James T. Steffens, Director


This 10 day of MARCH, 2014.

#### **COUNTY**

  
Barnett Schwartzman, Manager  
Procurement Services

This 19<sup>th</sup> day of MARCH, 2014.

Approved as to form and legality on behalf of  
Lake County:

  
Sanford A. Minkoff  
County Attorney

## EXHIBIT A: SCOPE OF SERVICES

The **JTS** association, inc.

2515 55th Avenue East Bradenton, Florida 34203, USA  
(941) 753-4870 Fax (941) 755-3557 E-mail <jtsfire@earthlink.net> www.TheJTSAssociation.com

February 17, 2014

Lake County Board of County Commissioners  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO Box 7800  
Tavares, FL 32778

**Re: Statement of Interest, RFP 14 – 0016**

Good Day:

By inclusion of our enclosed response to the above referenced RFP we are interested and hereby submit our response to RFP 14 – 0016.

The services requested to be provided include promotional services for the rank of Lieutenant in the Fire Rescue department of the county. Included in these services are the following elements as set forth in the RFP:

- Conduct an Orientation Seminar for potential candidates on April 1, 2014
- Prepare and administer on April 8, 2014 a Written Examination to all eligible candidates
- Conduct, on a date mutually agreed upon, a Written Examination Review with candidates
- Develop and facilitate on May 1 & 2, 2014 an Assessment Center consisting of three to four exercises as delineated in the RFP.
- Compile all information and prepare both the results and ranking of the candidates who participated in the promotional process by not later than May 7, 2014. Such compilation will include a report for each candidate summarizing his / her results.
- Schedule and conduct individual meetings for debriefing candidates.

The JTS Association has successfully completed well in excess of 100 promotional processes for a wide variety of fire rescue agencies throughout Florida and the southeastern USA. We find the promotional elements listed in the RFP to be completely compatible with a standard scope of services.

Sincerely,

**The JTS Association, Inc.**



James T. Steffens, MIFireE, EFO  
Chairman

Training, Organizational, and Managerial Services for the Emergency Service Community

## *The JTS Association, inc.*

2515 55th Avenue East Bradenton, Florida 34203, USA  
(941) 753-4870 Fax (941) 755-3557 E-mail <jtsfire@lampabay.fl.com> [www.TheJTSAssociation.com](http://www.TheJTSAssociation.com)

### **PROPOSED APPROACH AND PROCESS**

#### **Overview**

The scope of work as contained in the RFP is very similar to the standard scope of work performed by The JTS Association for many emergency service agencies. Each element of the scope, as established in the RFP is described in the following paragraphs.

#### **Orientation Seminar**

The JTS Association provides a candidate seminar that provides an orientation to the firm, assessment centers, and various aspects of the promotional process they are about to participate in. The seminar is presented by a senior member of the staff via a Powerpoint® presentation with a handout provided of the presentation to all attendees. The seminar is approximately 2 ½ to 3 hours in length.

#### **Written Examination**

Utilizing the reference materials selected by the fire rescue department a 100 multiple choice question examination is developed. The number of questions from each source is proportional to the size and extent of the references, unless otherwise directed by the fire rescue department. The products that are produced include:

- Written Examination
- Written Exam MASTER (With correct answer noted and specific reference identified)
- Answer Sheet
- Answer Key
- Item Analysis Work Sheet

The examination is scored immediately after the candidates complete the examination and turn in their answer sheet and exam booklet. If desired by fire rescue the candidates can be called back in later on the same day, review their score and answer sheet, and complete any challenge that they may have. Resolution of any challenges are resolved in accordance with the fire rescue department's protocol.

Training, Organizational, and Managerial Services for the Emergency Service Community

#### **Assessment Testing**

The JTS Association develops, coordinates, and administers the assessment portion of the promotional process. An important task includes coordinating with the fire rescue department the specific aspects of the tactical fire problem (Operational Scenario), role playing exercise (Interpersonal Activity), and public speaking presentation (Presentation exercise). Specific aspects of this task include:

- **Identifying potential assessors**
- **Specifying the logistical requirements (rooms and / or equipment)**
- **Any other logistical needs for administration of a successful assessment**

Another important task includes **providing assessor training**. The JTS Association has a web based assessor training program that enables non-certified assessors to obtain the primary training prior to their arrival for the assessment. At the assessment site an additional training orientation of approximately 1½ hours is provided and the assessors are assigned to a specific assessment exercise. Three assessors are recommended for each exercise.

**Providing sufficient qualified (certified) assessors** is also an important task. JTS has over 700 emergency service personnel certified as assessors consistent with the Guidelines and Ethical Considerations as published by the International Congress on Assessment Center Methods. JTS works with public safety agencies to provide qualified assessors on an exchange program, i.e. one agency will provide an assessor and expects to receive back an assessor when they hold an assessment process. If three exercises are included, as noted, a total of nine qualified assessors will be required.

**The provision of snacks and lunch for the assessors** and any associated staff of JTS and fire rescue is an integral task that is accomplished. Assessors and staff are not allowed to leave the assessment site in order to ensure a timely execution of the assessment process. Typically morning drinks and snacks, bottled water throughout the day, box lunches and drinks, and afternoon snacks are included for refreshments for assessors and attendant staff.

**All necessary staff to facilitate and administer the assessment is provided by JTS.** Typically this includes at least a project manager, candidate shepherd, facilitators (2) for the tactical problem, and role player(s) for the interpersonal activity. Staffing usually includes 4 to 5 experienced staff members of JTS.

**Providing all necessary materials** is undertaken by JTS. This typically includes assessor notebooks, pads, pens, candidate instructions, supplemental information as needed, score sheets, and master score sheets.

### **Compilation of Data**

A file and report for each candidate is prepared. The file includes all paperwork prepared by or for the candidate. A report that includes a score sheet for each candidate together with a short narrative summarizing the strengths and weaknesses as demonstrated by the candidate is provided.

A second aspect of the data compilation is the preparation of a **MASTER NOTEBOOK** that is provided to the fire rescue department. This notebook includes a copy of all paperwork developed in the promotional process as well as the results of the process. The results include, but are not limited to, a candidate listing, scores achieved by and ranking of the candidates, and both candidate and assessor evaluations.

It should be noted that **an assessor de-briefing at the end of the assessment is strongly recommended**. The purpose is to identify opinions and recommendations from the assessors regarding each of the assessment exercises, the overall impression of the candidates, and any other pertinent observations for management representatives of fire rescue.

### **Candidate Debriefing**

Following the completion of the promotional process **individual candidate debriefings** are scheduled with a senior representative from JTS. These debriefings typically require 30 to 45 minutes per candidate and review the candidate's performance, scores, and other pertinent information obtained through the promotional process. The debriefing is in many ways a personal evaluation of the candidates knowledge, skills, and abilities (KSA's) as demonstrated throughout the promotional process.

These candidate debriefings are usually conducted about 10 days to two weeks after the completion of the promotional process.